

BONNIE WEBB
on behalf of plaintiff and a class,

Plaintiff,

v.

MIDLAND CREDIT MANAGEMENT,
INC.; MIDLAND FUNDING LLC;
and ENCORE CAPITAL GROUP, INC.,
formerly MCM CAPITAL GROUP, INC.,

Defendants.

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11-cv-5111

Judge Joan H. Lefkow

Magistrate Judge Martin C. Ashman

Plaintiff Bonnie Webb respectfully requests leave to file an amended complaint, *instante*, for the purpose of adding plaintiff Angela Fuller, f/k/a Angela Grubbs, to the complaint. The proposed amended complaint is attached as Appendix A.

1. Plaintiff Webb brought this action to secure redress against unlawful credit and collection practices engaged in by defendants Midland Credit Management, Inc. (“MCM”); Midland Funding LLC; and Encore Capital Group, Inc., formerly known as MCM Capital Group, Inc. (“Encore”). Plaintiff Webb alleged violation of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 et seq. (“FDCPA”).

3. Adding Plaintiff Fuller to this action is appropriate. She has claims similar to those brought by Plaintiff Webb. Defendants threatened legal action and falsely stated in correspondence that Plaintiff Fuller will save money by responding, to collect an amount greater than that which defendants actually sought when they did take legal action.

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payment of \$7,201.63 and offering three payment options. The first plan offers to settle the debt a “40% off” discount, for \$4,320.98, stating that plaintiff would receive a savings of “\$2,880.65!” The second plan offers 12 monthly payments of \$450.10 (totaling \$5,401.2), stating that plaintiff Fuller would be receiving a “25% off” discount. The third plan offers 24 monthly payments of \$270.06 (totaling \$6,481.44), stating that plaintiff Fuller would be receiving a “10% off” discount. The letter further states that all three options “will save you money.”

5. Defendant subsequently filed a collection lawsuit against Plaintiff Fuller (12-SC-147, McLean County) and sought only \$4,905.47.

6. Defendants have moved to compel arbitration of Plaintiff Webb’s claims. (Dkt. No. 28). Plaintiff Fuller does not believe that her claims are subject to an arbitration provision.

7. Leave to file an amended complaint is to be freely given. *Bank of Northern Illinois v. Nugent*, 223 Ill. App. 3d 1, 13, 584 N.E.2d 948 (2nd Dist. 1991); *Senese v. Climatemp, Inc.*, 222 Ill. App. 3d 302, 320, 582 N.E.2d 1180 (1st Dist. 1991).

8. The amendments will not cause any prejudice to the defendants, as they have yet to file an answer to the complaint and only limited discovery has been taken place with respect to defendants’ motion to compel arbitration.

WHEREFORE, Plaintiff Webb respectfully requests leave to file an amended complaint, *instantly*.

Respectfully submitted,

s/Cassandra P. Miller
Cassandra P. Miller

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CERTIFICATE OF SERVICE

I, Cassandra P. Miller, hereby certify that on March 8, 2012, a copy of the foregoing was filed electronically using the Court's CM/ECF system, a copy of which was also sent via US mail to the following:

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s/ Cassandra P. Miller
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